

City of Asheville North Carolina



**REQUEST FOR BIDS AND PROPOSALS
BID REQUEST NO. 602-05**

**ONE CRAWLER DOZER FOR THE CITY OF ASHEVILLE
PARKS & RECREATION DEPARTMENT LESS TRADE-IN
FOR ONE USED 1973 CASE 1150B CRAWLER DOZER**

**ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, NC 28802
PHONE: (828) 259-5950
NORWOOD R. DUNN, PURCHASING DIRECTOR**

ISSUE DATE: THURSDAY, FEBRUARY 17, 2005

**BIDS ARE TO BE SEALED AND MAILED TO THE ABOVE POST OFFICE BOX
OR DELIVERED TO THE PURCHASING DIVISION OFFICE LOCATED
AT NO. 3 HUNT HILL PLACE, ASHEVILLE, NC 28801**

BID OPENING DATE: TUESDAY, MARCH 15, 2005, AT 3:00 P.M.

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DIVISION

Bid Request No. 602-05

Date; February 17, 2005

REQUEST FOR FORMAL BIDS AND PROPOSALS ON

ONE CRAWLER DOZER FOR THE CITY OF ASHEVILLE PARKS & RECREATION DEPARTMENT
LESS TRADE-IN FOR ONE USED 1973 CASE 1150B CRAWLER DOZER

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division until 3:00 p.m. on Tuesday, the 15th day of March, 2005, at which time they will be publicly opened and read.**

TERMS: Net 30

CITY OF ASHEVILLE, N.C.

DELIVERY: As Specified Herein

BY: _____
Norwood R. Dunn, Purchasing Director**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
		ONE CRAWLER DOZER FOR THE CITY OF ASHEVILLE PARKS & RECREATION DEPARTMENT LESS TRADE-IN FOR ONE USED 1973 CASE 1150B CRAWLER DOZER PER THE ATTACHED BID FORMS, TERMS, CONDITIONS AND SPECIFICATIONS.			
		BIDDERS PLEASE NOTE: 1. <u>SPECIAL TERMS AND CONDITIONS</u> – BID PAGE 6, ITEM NO. 8 – EXCEPTIONS TO SPECIFICATIONS OR ALTERNATE BIDS. THE DEADLINE FOR THE CITY'S PURCHASING DIVISION TO RECEIVE EXCEPTIONS TO SPECIFICATIONS, ETC. IS BY 3:00 P.M. ON TUESDAY, MARCH 1, 2005. 2. THE CITY RESERVES THE RIGHT TO MAKE AWARD FOR EITHER THE PRIMARY/BASE BID WITH TRADE-IN OR THE ALTERNATE BID WITHOUT TRADE-IN.			
					Continued

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE: _____

FEDERAL TAX I.D. NO.: _____

EMAIL ADDRESS: _____

SIGNED: _____

DATE: _____

TELEPHONE: _____

FAX NUMBER: _____

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DEPARTMENT

REQUEST FOR FORMAL PROPOSALS

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1.	1	PRIMARY/BASE BID(WITH TRADE-IN ALLOWANCE) CRAWLER DOZER PER THE ATTACHED TERMS, CONDITIONS AND SPECIFICATIONS. RE: SPECIFICATION PAGE 11 THROUGH 14 BID MODEL NO.: _____ MANUFACTURED BY: _____ DELIVERY _____ DAYS AFTER RECEIPT OF ORDER LESS TRADE-IN ALLOWANCE FOR THE USED 1973 CASE MODEL 1150B CRAWLER DOZER TOWARD THE PURCHASE PRICE OF THE EQUIPMENT PROPOSED ABOVE AS PER THE ATTACHED TERMS, CONDITIONS AND SPECIFICATIONS. RE: SPECIFICATION PAGE 15. TOTAL NET BID WITH TRADE-IN ALLOWANCE	EACH	\$ _____	\$ _____
				<\$ _____ >	<\$ _____ >
					\$ _____ =====
1A.	1	ALTERNATE BID (WITHOUT TRADE-IN) CRAWLER DOZER PER THE ATTACHED TERMS, CONDITIONS AND SPECIFICATIONS. RE: SPECIFICATION PAGE 11 THROUGH 14 BID MODEL NO.: _____ MANUFACTURED BY: _____ DELIVERY _____ DAYS AFTER RECEIPT OF ORDER TOTAL BID WITHOUT TRADE-IN	EACH	\$ _____	\$ _____
					\$ _____ =====
2.		OPTIONAL EQUIPMENT RE: SPECIFICATION PAGE 14, ITEM NO. 24 a AND b			
	1	PARALLELOGRAM DESIGN RIPPER CAPABLE OF FIVE SHANKS SUPPLIED WITH THREE SHANKS	EACH	\$ _____	\$ _____
	1	RETRIEVAL HITCH	EACH	\$ _____	\$ _____

COMPANY NAME: _____
 SIGNED: _____ TITLE: _____

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by The City of Asheville. From the date shown until the date of opening the proposals, the plans and specification of one proposed work and/or a complete, description of the apparatus, supplies, materials or equipment and/or work and services are an will continue to be on file in the office of the Director of Purchasing for City of Asheville, N. C., during usual office hours, and available to prospective bidders.
2. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
3. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
4. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment by City due thirty days after delivery in Asheville and inspection unless otherwise specifically provided, subject to any discounts allowed.

BID

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order, deliver F.O.B. Asheville, NC. Discounts will be allowed for prompt payments as follows: 10 calendar day, _____ per cent; 15 calendar days, _____ per cent; 20 calendar days, _____ per cent; 30 calendar days _____ per cent.

Bidder: _____ **Address:** _____ **Zip:** _____

By: _____ **Title:** _____

(Authorized to sign bids)

Telephone Number: _____

Date: _____

MAILING INSTRUCTIONS

1. Bidder to submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U. S. mail. Please address and mark your bid as shown below.

<p>CITY OF ASHEVILLE, N. C. PURCHASING DIVISION P. O. BOX 7148 ASHEVILLE, N. C. 28802 BID REQUEST NO. 602-05 SEALED BIDS ON CRAWLER DOZER TO BE OPENED 3:00 O'CLOCK P.M. TUESDAY, MARCH 15, 2005</p>

3. If forwarded other than by mail, delivery must be made directly to City of Asheville, Purchasing Division, No. 3 Hunt Hill Place, Asheville, North Carolina 28801.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.

**CITY OF ASHEVILLE
PURCHASING DIVISION**

**SPECIAL TERMS AND CONDITIONS FOR ONE CRAWLER DOZER
FOR THE CITY OF ASHEVILLE PARKS & RECREATION DEPARTMENT
LESS TRADE-IN FOR ONE USED 1973 CASE 1150B CRAWLER DOZER**

1. **DETAILED SPECIFICATIONS:** Detailed specifications are included as an attachment with this bid request.

Bids to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.

2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, No. 3 Hunt Hill Place, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.

4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Asheville Purchasing Division. Technical inquiries may be directed to the individual named herein. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. Therefore, no oral statements by any person

Continued

shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

5. **GENERAL REQUIREMENTS:** The proposed equipment shall be current model year production and furnished complete and ready for use as required by the terms of these specifications.
6. **TECHNICAL INQUIRIES:** Questions regarding specifications to be directed to Mr. Chris Dobbins, Fleet Manager, Monday through Friday, 8:30 a.m. – 5:00 p.m. Telephone 828-259-5702.
7. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS:** Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in detail and submitted within the exceptions to specifications, time frame identified herein.
8. **EXCEPTIONS TO SPECIFICATIONS OR ALTERNATE BIDS:** In all cases equipment and/or materials specified herein must be furnished as requested, and where brand names are used, consider the term "or equal" to follow. However, written approval for any proposed substitution or change in specifications must be obtained by bidder prior to the close of bids. Requests for approved equals, clarifications or changes in specifications, and/or protests of specifications must be received by the City of Asheville in writing, not less than fourteen (14) days before the date of scheduled bid opening. Such requests should be mailed to City of Asheville, Purchasing Division, P. O. Box 7148, Asheville, North Carolina 28802. Mark envelope "EXCEPTIONS TO SPECIFICATIONS".

Any request for an approved equal, change in specification or protest of specifications must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than, the specification requirement. In the event that clarifications or changes to bid specifications are necessary or if a proposed substitution is approved during the exception process, the City of Asheville will, if necessary, postpone the scheduled opening of bids so as to provide at least seven (7) days between the mailing of the amended bid specifications and the revised bid opening date.

Continued

Changes to specifications will be made by written addendum. Prospective bidders may make appointments to discuss these specifications. This, however, does not relieve prospective bidders from the requirement for a written request for clarification or change to the specifications.

Bidder's failure to request exceptions to specifications or approved equals as stated above will be interpreted as the bidders' intent to comply fully with the requirements as written. Conditional or qualified bids shall be subject to rejection in whole or in part.

The City of Asheville reserves the right to postpone bid openings for its own convenience.

9. **BIDDERS SUBMITTALS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.
10. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
11. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and Proposals and any addenda thereto, plus the issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
12. **OPTION TO PURCHASE ADDITIONAL REQUIREMENTS:** Subject to the successful bidder's acceptance, the City reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Request for Bids and Proposals.
13. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.

Continued

14. **ASSIGNMENT**: During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.
15. **VENDOR APPLICATION AND PRIVILEGE LICENSE**: Bidders/vendors that have not previously submitted (within last 12 months) a vendor's application and/or privilege license should download an application from the City website at www.ashevillenc.gov and submit with their bid.
16. The vendor shall be responsible for seeing that any and all laws of the State of North Carolina concerning certificate of origin, title, transit or transportation documents, et al, are complied with in all respects.
17. Where reference is made to equipment to be "furnished" or "provided" by the bidder these words shall be read to mean suitably installed on each piece of equipment.
18. **EQUIPMENT DEMONSTRATION**: Each bidder shall be prepared to schedule a demonstration of the type of equipment proposed at a location mutually agreeable to the bidder and City staff members. This location should be within reasonable traveling distance from the City of Asheville and the City shall be responsible for the travel expense of its staff members attending any such demonstration. Equipment demonstration may be of vendor owned or third party owned equipment at the discretion of the bidder.
19. **REPAIR PARTS, SERVICE AND VENDOR SUPPORT**: Since the continuous operation of this equipment is of the utmost importance, it is necessary that the successful bidder be in position to render prompt parts and service. The successful bidder shall maintain and/or have access to parts inventory of sufficient size and variety to provide immediate availability of normal maintenance items including filters, belts, hydraulic lines, hoses, etc. Bidders should include the following as part of their bid:
 - a. a statement of vendor support and an outline of the process for obtaining service work including warranted and non-warranted repairs;
 - b. identify by location, addresses and telephone numbers, each location where parts inventory are maintained in support of the equipment being proposed.
20. **TAX EXEMPTIONS**: The City of Asheville is exempt from Federal Excise Tax but not State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.

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21. **ADDENDUM**: If it becomes necessary to revise any part of the bid, a written addendum will be provided to all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s).
22. **PREPARATION OF FORMS**: All bids must be submitted on the forms provided. Figures should be written in ink or typewritten. Any changes on the original bid should be made in ink and initialed by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
23. **SUBMITTALS**: Bidders to submit one (1) original bid package and one (1) complete copy.
24. **DEADLINE FOR RECEIPT OF BIDS**: The date and time of the bid opening are specified in the bid document. Bids received after that time will not be opened.
25. **SUBMISSION OF BIDS**: All bids should be submitted in a sealed envelope, the outside should be clearly marked with the bid number and the date and time scheduled for the opening of the bid. Bids should be mailed to the CITY OF ASHEVILLE PURCHASING DIVISION, POST OFFICE BOX 7148, ASHEVILLE, NORTH CAROLINA 28802, or may be delivered to the CITY OF ASHEVILLE PURCHASING DIVISION, 3 HUNT HILL PLACE, ASHEVILLE, NORTH CAROLINA 28801. Bids will be received until 3:00 p.m. on the date set for the bid opening.
26. **DELIVERY**: Delivery shall be made F.O.B.: City of Asheville Fleet Management Division. 173 South Charlotte Street, Asheville, North Carolina 28801.
27. **SERVICE MANUALS**: At time of delivery, bidder must provide one complete copy of the equipment service and parts manuals, as well as two copies of the operator manual.
28. **MINORITY BUSINESS PARTICIPATION**: The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to the Office of Minority Affairs at 828-250-4120 or to the City of Asheville Purchasing Division Office at 828-259-5950. It is the policy of the City

Continued

to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs, and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Minority participation goals for procurement contracts are: 5% African Americans, 2% Hispanic, Asian and Native Americans and 18% for women owned businesses.

29. **BIDDERS QUALIFICATIONS:** By submittal of a bid, the bidder represents that they are fully experienced and properly qualified to provide equipment and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.
30. **DELINQUENT AD VALOREM TAXES:** Bidders/Vendors please note that City Policy adopted by City Council Resolution No. 93-139 prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.
31. **FALSE OR MISLEADING STATEMENTS:** If in the City's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute capacity or condition as contended by the vendor the entire proposal may be rejected.
32. **PAYMENT OF INVOICES:** Upon delivery and acceptance, the terms of payment for the City are Net 30 days unless a discount is offered for early payment. If a discount is offered, time will be computed from the date of receipt of a correct invoice.
33. **EVALUATION AND SELECTION OF BIDS:** The evaluation of vendor bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposed equipment including selection of the lowest responsible bidder, with consideration of past performance, service record, and reliability. The statutory provisions controlling purchasing by local governments in N. C. (GS-143) includes selection standards for use in making bid awards. The provision reads, "All contracts shall be awarded to the lowest responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract". The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.
37. **All bids shall be made firm for no less than sixty (60) days.**

**CITY OF ASHEVILLE
PURCHASING DIVISION**

CRAWLER DOZER

Minimum technical specifications for one (1) CRAWLER DOZER to be used in the Park & Recreation Department. Unit shall be new, unused and manufacturer's latest production model .All Federal, State and OSHA requirements and standards shall be met.

NOTE: All bidders shall respond to each category below. Any 'no" responses or deviations shall be explained in the space provided. If complies, put a check mark in the appropriate box.

<u>SPECIFICATION</u>	<u>COMPLIES</u>	<u>IF NO: DEVIATES AS NOTED</u>
<u>(1) Crawler Dozer</u>		
1. Operating weight with standard equipment: a. 19,000 lb to 22,000 lb		
2. Tracks: a. 24-inch wide extended life tracks with standard grousers. b. Track on ground is 92 inches minimum. c. Ground pressure less than 4.5 psi.		
3. Blade: a. 120-inch blade minimum with a SAE J1265 rated blade capacity of 2.4 cubic yards minimum. b. Blade height is 32.5 inches. c. Blade lift above ground is 32 inches minimum. d. Blade depth below ground is 19 inches minimum. e. Blade angle in both directions is 22 degrees minimum. f. Blade tilt, each end is 16 inches minimum. g. Variable blade pitch is 52 degrees forward, 60 degrees rearward. h. Single lever control for blade lift, angle, and tilt. i. Cutting edge is reversible and replaceable.		
4. Length Overall: a. Blade straight with drawbar less than 175 inches.		
5. Width Overall: a. Blade straight is 121 inches.		
6. Height Overall: a. 110 inches or less to the top of the cab or ROPS structure.		

COMPANY NAME: _____ **BY:** _____

7. Engine: a. Diesel, direct fuel injection meeting Tier II emissions standards. b. Horsepower & Torque per SAE J1349 shall be a minimum 90 net hp @ 2,000 rpm, 320 lb-ft peak net torque @ 1,200 rpm.		
8. Engine Lubrication: a. Pump operating angle ratings shall be a minimum of 40 degrees side to side, 45 degrees fore and aft. b. Oil filtration shall be a replaceable, spin-on full-flow cartridge type filter.		
9. Engine Cooling: a. Pressurized liquid cooling system with thermostat. b. Anti-freeze protection to minus 30 degrees F. c. Automatic fan belt tensioner.		
10. Electrical: a. Alternator 65 amp minimum. b. Battery is 12-volt with a minimum 650 cold-cranking amps @ 0 degrees F. c. Master disconnect switch. d. Anti-vandalism package. e. Back up alarm. f. Horn. g. Halogen work lights: two front mounted; two rear mounted.		
11. Powertrain: a. Hydrostatic transmission with infinitely variable, single lever speed control. Travel speeds 0-5 mph, forward & reverse. Oil cooling is a oil to air or water heat exchanger. Oil filter is a spin-on, replaceable type. Automatic spring applied parking brake.		
12. Steering Brakes: a. Hydrostatic to provide power turn capability..		
13. Rated Drawbar Pull: a. 30,000 lb minimum. Specify how calculated.		
14. Undercarriage: a. Six-roller track frame with front and rear track guides and hydraulic track adjustment. b. Sealed and lifetime lubricated rollers. c. Front pull hook.		

COMPANY NAME: _____

BY: _____

15. Operator Ergonomics:		
<ul style="list-style-type: none"> a. ROPS/FOPS certified canopy.. b. Single lever control for speed, steering and direction. c. Forward/reverse speed selector. d. Adjustable arm rests, foot rests, retractable seat belt, 2-inch width. e. Vinyl suspension seat. f. Rear view mirror. 		
16. Fuel Tank Capacity:		
<ul style="list-style-type: none"> a. 47 gallons. 		
17. Instrumentation		
<ul style="list-style-type: none"> a. Warning Lights: air filter, alternator, engine oil pressure, hydraulic filter, transmission filter and transmission pressure. 		
<ul style="list-style-type: none"> b. Gauges: battery voltage, fuel level, hourmeter, tachometer, transmission oil temperature and water temperature. 		
<ul style="list-style-type: none"> c. Audible warnings: engine oil pressure and transmission. 		
18. Service Facilities: The successful bidder shall operate a service facility capable of performing repairs associated with the equipment they represent. This facility shall be located within 25 miles of the City of Asheville, Fleet Management facility at 173 S. Charlotte St. The service facility shall be stocked with common replacement and high wear parts, as may be designated by the equipment manufacturer, and approved by Fleet Management.		
19. Warranty: One calendar year and/or 1,000 machine hours <u>whichever period is longest.</u> Warranty period begins when the equipment is put in service by City of Asheville, Fleet Management division.		
20. All required title, licensing paperwork and a copy of the invoice must be with the equipment at time of delivery.		
21. Two complete sets of parts and service manuals. Two complete sets of operation manuals.		
22. On-site operator/maintenance training for a period of up to 4 hours at a location to be determined at time of delivery by Fleet Management.		
23. Case 850K WT or approved equal.		

COMPANY NAME: _____ BY: _____

24. Optional Equipment: Price Separately.		
a. Parallelogram design ripper capable of five shanks supplied with three shanks		
b. Retrieval hitch.		

Machine field trials of the equipment by City of Asheville staff may be taken into consideration in the award of this bid.

Consideration given in the evaluation of bids will include historical operating cost data, delivery capability, local dealer service capability, warranty & service costs and other factors routinely considered in bid evaluations.

Delivered F.O.B.: City of Asheville, Fleet Management Division, 173 South Charlotte Street, Asheville, NC 28801.

COMPANY NAME: _____ BY: _____

NOTE: DESCRIPTION OF USED 1973 CASE 1150B CRAWLER DOZER AND TERMS OF TRADE-IN FOLLOWS:

**CITY OF ASHEVILLE
PURCHASING DIVISION**

**ONE CRAWLER DOZER FOR THE CITY OF ASHEVILLE
PARKS & RECREATION DEPARTMENT LESS TRADE-IN
OF ONE USED 1973 CASE 1150B CRAWLER DOZER**

DESCRIPTION OF DOZER OFFERED FOR TRADE-IN

1973 'CASE' 1150B CRAWLER DOZER WITH A 4 IN 1 BUCKET
SERIAL NUMBER 7302650
TOTAL MACHINE HOURS IS 4,606.5
IN USE UNTIL AUGUST 2004
OVERALL CONDITION IS POOR
MACHINE HAD AN ELECTRICAL FIRE AT BATTERY BOX AND BURNED
THE WIRING UNDER SEATING AREA
TO INSPECT EQUIPMENT CONTACT:
CHRIS DOBBINS, FLEET MANAGER
TELEPHONE: 828-259-5702
EMAIL cdobbins@ashevillenc.gov

TERMS AND CONDITIONS FOR TRADE-IN

1. The City of Asheville offers this property for trade-in "as is, where is, with all faults". There are no warranties, representations or guarantees, either expressed or implied as to the quality, character or condition of this equipment. The implied warranties of the merchantability and fitness for a particular purpose are expressly disclaimed. Bidder acknowledges that it is his or her responsibility to inspect and test the equipment. Bidder agrees to hold harmless and indemnify the City of Asheville from and against any and all claims or causes of action arising out of or related to the trade-in, operation, and use of this equipment.
2. The City reserves the right not to accept trade-in offers that do not represent fair market value.
3. The bidder shall remove this equipment at his/her expense and assume all liability for himself/herself and his/her property during its removal from City premises. Prior to the removal of the old crawler dozer equipment from City premises, the City MUST receive and accept the equipment awarded pursuant to this bid solicitation. Once new equipment is accepted, removal of trade-in to be complete within 10 days.

CITY OF ASHEVILLE
PURCHASING DIVISION

BID REQUEST NO. 602-05

ONE CRAWLER DOZER FOR THE CITY OF ASHEVILLE
PARKS & RECREATION DEPARTMENT LESS TRADE-IN OF
ONE USED 1973 CASE 1150B CRAWLER DOZER

THE UNDERSIGNED AFIRMS THAT THE PROPOSAL MADE HERE-IN
IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR
PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT
IS IN ALL RESPECTS FAIR AND WITHOUT COLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS
NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE,
AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE
DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT
ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED,
THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS,
INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS
TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE
CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE CITY OF
ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE
PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH
AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT
BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____